

Amendments to the Drawings:

Sheets 1 of 8, 3 of 8, 4 of 8, 6 of 8 and 7 of 8 has been amended.

In Figure 1 on sheet 1 of 8, reference character 10 has been added to the figure.

In Figure 2 on sheet 1 of 8, the text of block 52 has been amended to recite “Collect on Bank Draft and Distribute Money” for consistency with the description on page 7.

In Figure 4 on sheet 3 of 8, reference character 152 has been changed to reference character 151 to be consistent with renumbering of this block in the description on page 11.

In Figure 5 on sheet 4 of 8, the text of block 204 has been amended to recite “Consideration Delivered” for consistency with the description on page 13.

In Figure 7 on sheet 6 of 8, reference character 84 has been changed to reference character 92 and the text of newly renumbered block 92 has been amended to recite “CPN Notification Module” for consistency with the description on page 15.

In Figure 8 on sheet 7 of 8, reference character 292 has been changed to reference character 293 to be consistent with renumbering of this block in the description on page 16.

Attachment: Replacement Sheet
Annotated Sheet Showing Changes

REMARKS/ARGUMENTS

Amendments to Specification

Amendments have been made to the specification as requested in pages 2-7 of the Office Action by the Examiner. Applicant submits that the amendments provide consistent language between the description and the figures. Some of the more important amendments are described below.

When describing Figures 2, 3, 5 and 7 reference is now made to the figures being described with regard to earlier figures. In this manner particular reference characters not found in a particular figure are known to be the reference character described in a preceding figure.

On page 5, "Seller 14" has been replaced with "Seller 12" for consistency with Figure 1. The expression "setup steps 30-36" on page 7 has been replaced with "setup steps 30, 32, 34, 36". On page 10, "system agent 16" has been replaced with "transaction agent 16" for consistency with Figure 3. On pages 10-11, "delivery module 114" has been replaced with "transmitting module 114" for consistency with Figure 3. On page 11, "a PN and notification 152" has been replaced with "a PN and a notification generally indicated together at 151" and "The PN and certification 152" has been replaced with "The PN and notification 151" for consistency with Figure 4. In many locations in the description "PN 152" has been replaced with "PN" and "CPN 152" has been replaced with "CPN". On page 13, the expression "the PN has been verified in step 214" has been replaced with the expression "the PN has been certified in step 214" for consistency with Figure 5. The description of Figures 8 and 9 on pages 16 and 17 has been amended for consistency with the Figures.

Applicant submits that the amendments made to the specification are fully supported by the application as originally filed and add no new subject matter to the application.

Amendments to Drawings

Amendments have been made to Figures 1, 2, 4, 5, 7 and 8 in response to the Examiner's objections raised on pages 2-7 of the Office Action. Applicant submits that the amendments provide consistent language between the description and the figures. The amendments have been

described in detail on page 19 of this response. Applicant submits that the amendments made to the drawings are fully supported by the application as originally filed and add no new subject matter to the application.

On page 2 of the Office Action, with reference to Figure 6, the Examiner states reference characters 242, 240 and 244 do not appear in the figure. Applicant submits that these particular reference characters (and their accompanying text) are in fact found in Figure 6 and are consistent with the accompanying description.

On page 4 of the Office Action, the Examiner refers to Figure 9 (but appears should have referred to Figure 8), and states that reference characters 290 and 292 have been used for multiple designations. Applicant has amended the Figures and description for consistency such that reference character 290 now refers to “Interest Holders”, reference character 292 refers to “Money Less Holdback” and new reference character 293 refers to “Money”.

On page 4 of the Office Action, with reference to Figure 3, the Examiner states that reference characters 78 refers to both “storage” and “secure storage”. Applicant submits that “secure” is an adjective to further describe “storage” and the “storage” referred to by reference character 78 is the same feature in both locations in the description.

Status of Claims

Claims 75-103 and 138-163 remain in the application.

Amendments to Claims

Claim 75 has been amended to recite “An apparatus for providing liquidity to a seller who has provided value to a buyer, said apparatus comprising: a receiving module configured to receive a negotiable instrument issued by the buyer intended for the seller, said negotiable instrument having an extended maturity date; and a calling module configured to call upon a capital pool to purchase an interest in said negotiable instrument and to send a portion of the value of said negotiable instrument to the seller prior to said maturity date”. Claim 75 has been recast to recite that the negotiable instrument is received by the receiving module and acted upon by the calling module, and the negotiable instrument is not a physical component of the apparatus

per se. It has also been amended to recite that the negotiable instrument issued by the buyer is “intended for the seller”. Claim 90 has also been amended to recite that the negotiable instrument issued by the buyer is “intended for the seller”.

Claim 76 has been amended to recite “The apparatus as defined in claim 75 wherein said receiving module is further configured to receive a notification that is issued by the buyer and that indicates receipt of the value”. Claim 76 has been recast to recite that “the notification that is issued by the buyer” is received by the receiving module and the notification is not a physical component of the apparatus per se.

Claim 138 has been amended to recite “An apparatus for providing liquidity to a seller having provided value to a buyer, said apparatus comprising: a receiving module configured to receive a negotiable instrument issued by the buyer intended for the seller, said negotiable instrument having a maturity date on a future date and being redeemable from the buyer; a calling module configured to call upon a capital pool to purchase an interest in said negotiable instrument and to send a portion of the value of said negotiable instrument to the seller prior to said maturity date; and a disbursement module for transmitting money received from the capital pool, arising from the capital pool agreeing to purchase an interest in said negotiable instrument, to the seller such that said amount of money is a portion of the value of said negotiable instrument.”. Support for this amendment is found on page 9, lines 18-20.

Claim 151 has been amended to recite “a capital pool purchasing said negotiable instrument from the seller”. Support for this amendment can be found for example at page 10, line 6-7, “The calling module 102 calls upon the capital pool to provide liquidity to the transaction agent who can then forward the liquidity to the seller”.

35 U.S.C 112 Claim Rejections

Applicant appreciates the Examiner speaking with Applicant’s representative on July 25, 2006 by telephone. Applicant’s representative desired a further clarification of several of the rejections in the 35 U.S.C 112 Claim Rejections section on pages 7 and 8 of the Office Action.

The Examiner has rejected claims 75 and 138 under 35 U.S.C. 112 as being indefinite for failing to point out and distinctly claim the subject matter which applicant regards as the invention. Claims 75 and 138 are directed to “an apparatus”. The Examiner alleges the use of this term is vague and unclear. The Examiner states “an apparatus” by dictionary definition is “a set of material or equipment designed for a particular use or an instrument or appliance designed for a specific operation”. Applicant submits that amended claim 75 meets the dictionary definition provided by the Examiner, namely the apparatus recited in claim 75 is “equipment designed for a particular use or an instrument or appliance designed for a specific operation” in the form of a receiving module and a calling module, each designed for a specific operation as recited respectively in the claim.

Figure 3 is an illustration of a transaction agent 16, which is an example of the apparatus that is recited in claim 75. The transaction agent 16 includes both a receiving module 80 in PN and notification module 70 (page 9, lines 6-7 of the present specification) and a calling module 103 in collection module 76 (page 10, lines 6-7 of the present specification). The embodiment of Figure 3 should clearly indicated that amended claim 75 is a valid apparatus claim, especially in view of the fact that the amended claim recites an apparatus comprised of physical components.

Claim 138 has been recast to include the functional modules recited in claim 75 and an additional functional module, namely a disbursement module which is represented by reference character 94 in Figure 3. For the same reasons as discussed above with regard to claim 75, Applicant submits claim 138 is a valid form of an apparatus claim.

For at least the reasons discussed above Applicant respectfully requests that the Examiner reconsider and withdraw the rejection of claims 75 and 138.

Claims 75 and 90 are objected to by the Examiner because “the limitations ‘buyer’ and ‘seller’” are recited in different limitations in the body of the claims. Applicant does not see a problem with the buyer and seller being recited in different limitation in the body of the claims. On page 9, lines 6-7 of the present specification, the receiving module 80 in PN and notification module 70 is described as communicating with the buyer and receiving a promissory note (PN) sent from the buyer. On page 10, lines 6-7 of the present specification, the calling module 103 in collection module 76 is described as calling upon the capital pool to provide liquidity to the

transaction agent who can then forward the liquidity to the seller. This is exactly what claims 75 and 90 recite. Therefore, there is not reason that the buyer and seller must be recited in the same limitation if the modules of the apparatus are essentially acting as an intermediary between the buyer and the seller. However, to expedite prosecution claim 75 has been amended as described above to recite that the negotiable instrument is issued by the buyer and is “intended for the seller”.

Claim 138 is objected to by the Examiner for use of the limitation “a purchase agreement”. This expression has been deleted from the amended claim rendering the objection moot.

The Examiner has objected to claim 151 because “the limitations ‘transferring’ and ‘purchasing’” have insufficient antecedent basis in the claim. Upon questioning the Examiner on July 25, 2006 as to what this meant, the Examiner clarified that her reasoning for the rejection was that it is unclear what action these two steps result in. Applicant does not see a problem with the particular usage of the verbs in this claim. Amended claim 151 recites “a capital pool purchasing said negotiable instrument from the seller”. In a first step the negotiable instrument issued by the buyer is transferred to the seller. In a second step a third party purchases the negotiable instrument from the seller, the seller being the person or group that originally sold goods to the buyer and until it is purchased from the seller, the seller retains the negotiable instrument for payment of the goods. In a third step the seller is tendered an amount of money in exchange for the purchase of the negotiable instrument. Applicant submits that the steps are clear and distinct. Therefore, Applicant respectfully requests the Examiner to reconsider and withdraw the rejection.

In view of the forgoing, early favorable consideration of this application is earnestly solicited.

If any objections remain, the Examiner is respectfully requested to telephone the undersigned with a view to resolving such objections as expeditiously as possible.

Respectfully submitted,

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